DEPARTMENT OF INDUSTRIAL RELATIONS DIVISION OF LABOR STATISTICS & RESEARCH 455 Golden Gate Avenue, 8th Floor San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco CA 94142-0603

# SCOPE OF WORK PROVISION

# FOR LIGHT FIXTURE MAINTENANCE

IN

**ORANGE COUNTY** 



JIM BERKKY
Business Representative

(714) 775-7568 RES (714) 837-7666 FAX (714) 775-4380

1

**ELECTRICAL MAINTENANCE AGREEMENT** 

#### BETWEEN

### **LOCAL UNION 441**

## INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND

#### **ORANGE COUNTY CHAPTER**

#### NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

COVERING

**ORANGE COUNTY, CALIFORNIA** 

DECEMBER 1, 1994 THROUGH NOVEMBER 30, 1995

RECEIVED
Department of Industrial Relations

JUN 12 1993

On or Labor Statistics & Research Chief's Office

SECTION 1.7 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of Its membership and it shall be counted as though all were present and voting.

SECTION 1.8 Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding on both parties hereto.

SECTION 1.9 When any matter in dispute has/been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

#### **ARTICLE II**

#### SCOPE OF WORK

Workmen employed under the provisions of this Agreement shall maintain, repair and replace existing electrical, electronic systems, equipment, appliances, lighting fixtures and lamps. It shall include the maintenance and repair of traffic signal and street lighting systems.

They may perform any electrical work in occupied residences one or two family.

No new additions to existing facilities or improvement of previously unimproved space shall be covered by this Agreement.

This agreement shall not be applicable in any plant or facility which has a maintenance agreement with the I.B.E.W.

#### **ARTICLE III**

#### WAGES

SECTION 3.1 Wages shall be paid weekly, payroll week to start Monday A. M. and end Sunday P. M. Pay day shall not be later than Wednesday quitting time and not more than three (3) days shall be withheld. However, when Sunday, Monday or Tuesday is celebrated as a Holiday, the Employer shall have one additional day in preparing his payroll and delivering the pay checks to his employees. All payroll checks must have a stub or statement showing all amounts withheld to be retained by the workman. Immediately upon return of any Employer's pay checks marked "insufficient funds", said Employer shall be put on a cash basis for the duration of the job or jobs.

SECTION 3.2 The wages per hour shall be:

Journeyman Maintenance Electrician:

1) for uthacist past main section e/12/20

Apprentice Maintenance Electrician:

|                | <u>6/1/94</u> |
|----------------|---------------|
| 1st 6 mo - 50% | \$ 9.13       |
| 2nd 6 mo - 60% | \$10.95       |
| 3rd 6 mo - 70% | \$12.77       |
| 4th 6 mo - 75% | \$13.68       |
| 5th 6 mo - 80% | \$14.60       |
| 6th 6 mo - 85% | \$15.51       |

#### Outdoor Lighting Technician:

# 3/1/95

#### Service Person:

| . •              | Start          | 6 Mos          | i, <u>12 Mos</u> | 18 Mos         | 24 Mos  |
|------------------|----------------|----------------|------------------|----------------|---------|
| 3/1/95           | \$10.03        | \$11.01        | \$11.77          | <b>\$13.47</b> | \$15.08 |
| Fixture Cleaner: |                |                |                  |                |         |
|                  | Start          | 3 Mos          | 9 Mos            | <u>12 Mos</u>  |         |
| 3/1/95           | <b>\$</b> 6.93 | <b>\$ 7.53</b> | \$ 8.58          | <b>\$10.22</b> |         |

#### SECTION 3.3

- Outdoor Lighting Technicians shall perform the following duties: All duties described in (b) and (c), and also to include service of outdoor lighting; such as, but not limited to: parking lot lighting, area lighting, and flood lighting. Service and maintenance to include troubleshooting, repair, and replacement of defective parts and components to existing signs only. Cleaning and painting of signs and poles as required. No construction, removal, or replacing of signs shall be in the scope of this section. Persons who, in the opinion of management are qualified, may be assigned on a temporary basis to perform this work. Compensation for this work shall be at the Outdoor Lighting Technician rate.
- (b) Lighting Maintenance Servicepersons shall perform the following duties: troubleshoot, repair and replace defective interior lighting fixture parts and other components to include reflectors, sensors and incandescent retrofit. Perform interior lighting fixture cleaning work as required.
- (c) Fixture Cleaners shall perform the following duties: washing, cleaning, and drying of interior lighting fixtures and any related disassembly and reassembly work involved including the removing and replacing of lamps, starters, lenses, or louvers and other duties as assigned. Ballasts may be replaced by lighting cleaners designated by management when outages are discovered during the course of washing and relamping a facility.

Fixture Cleaners may also be designed to change ballasts during a group reballasting/re-lamping in which all ballasts are replaced as part of a retrofit.

Compensation for re-ballasting shall be at a premium of \$.95/hr.